

STATE OF NORTH DAKOTA

**DEPARTMENT OF HUMAN SERVICES
Division of Mental Health & Substance Abuse
1237 West Divide Avenue, Suite 1C
Bismarck, ND 58501**

Request For Proposal (RFP)

RFP Title: Community – Based Sex Offender Treatment

RFP Number: **325-06-08-017**

Date of Issue: June 15, 2006

Purpose of RFP: The Department of Human Services requests proposals for community-based sex offender treatment

Offerors are not required to return this form.

**Procurement Officer: JoAnne Hoesel
Division of Mental Health & Substance Abuse**

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01

Purpose of the RFP

The Department of Human Services (DHS), hereafter known as “purchasing agency” is soliciting proposals for development, implementation, and delivery of community-based treatment services for sex offenders not currently served through the Department of Human Services’ Regional Human Service Center’s sex offender treatment program.

1.02

Contact Person, Telephone, Fax, E-mail

PROCUREMENT OFFICER: JoAnne Hoesel
PHONE: 701-328-8924
FAX: 701-328-8969
TTY Users call: 1-800-366-6888 (Relay North Dakota)
E-MAIL: sohoej@nd.gov

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

1.03

RFP Schedule

This schedule of events represents the State’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: June 15, 2006
- Deadline for receipt of questions and objections related to the RFP: June 30, 2006
- Pre-Proposal Conference: June 30, 2006
- RFP Due Date: August 11, 2006
- Proposal Evaluation Committee evaluation completed by approximately: August 17, 2006
- Oral Presentations: August 21, 2006
- State issues Notice of Intent to Award a Contract approximately: August 21, 2006
- State issues contract approximately: August 29, 2006
- Contract start: September 1, 2006

1.04

Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit seven (7) copies of its proposal in a sealed envelope or package.

Offerors must submit an electronic copy of their proposal on a disk or CD.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

DEPARTMENT OF HUMAN SERVICES
Division of Mental Health & Substance Abuse
Request for Proposal (RFP): High Risk Sex Offender Treatment – Community-Based
RFP Number: 325-06-08-017
1237 West Divide Avenue, Suite 1C, Bismarck, ND 58501

Proposals must be received by the purchasing agency at the location specified no later than 3:00 P.M., Central Time on August 11, 2006. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05

Assistance to Offerors with a Disability

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

1.06

Deadline for Receipt of Questions and Objections

Offerors must carefully review this solicitation, the contract, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to the purchasing agency, addressed to the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communications are considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

1.07

Approved Vendor Registration Requirements

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list; however, the successful offeror will be required to become approved prior to award.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry Office. Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity codes 952-15, 952-21, 952-49, 952-59 and 952-62.

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.state.nd.us/csd/spo/vendor-resources.html>. Contact the Vendor Registry Office at 701-328-2773 or infospo@state.nd.us for assistance.

The successful offeror must register and become approved within **30 calendar days** from the date of the Notice of Intent to Award. If an offeror fails to become approved by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and its proposal will be rejected.

1.08

Pre-proposal Conference

A pre-proposal conference will be held at 9:00 am Central Time, on June 30, 2006 in the PolyCom room at Prairie Hills Plaza, 1237 West Divide Avenue, room number 406, north door, second floor, single door, Bismarck, ND. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Attendance at this pre-proposal conference is not mandatory.

Offerors with a disability needing accommodation should contact the procurement officer by calling **701-328-8924**. (TTY Users Call: 1-800-366-6888, Relay North Dakota) before the date set for the pre-proposal conference so that reasonable accommodation can be made.

1.09

Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all offerors that were mailed a copy of the RFP and to those that have requested a copy of the RFP from the procurement officer.

1.10

News Releases

News releases related to this RFP will not be made without prior approval of the procurement officer or project manager designated by the State.

1.11

Notice Provided

Notice of this solicitation has been provided in accordance with N.D.C.C. § 54-44.4-09.

The Request for Proposal and any amendments to the RFP will be posted on the following website: <http://www.state.nd.us/humanservices>.

1.12**Letter of Interest**

Vendors interested in receiving any notices related to this RFP are invited to contact the procurement officer with the name of their firm, contact person, mailing address, telephone number, fax number, and e-mail address. The sole purpose of the letter of interest is to provide the purchasing agency with a contact person to receive any notices related to the RFP. Submission of a letter of interest is not a requirement for submitting a proposal.

SECTION TWO BACKGROUND INFORMATION

2.01

Background Information

The State has identified a need for community-based sex offender treatment for individuals in the following situations:

- ☐ Those who continue to have treatment and supervision needs in the community after a higher level of treatment, or
- ☐ Those who are seen to be appropriate for community treatment services following an evaluation at the North Dakota State Hospital (NDSH), or
- ☐ Those who are not served through the DHS regional human service centers sex offender treatment program.

In 2005 the North Dakota Legislature passed legislation that allows high-risk sexual offenders to be placed in community civil commitment arrangements. Currently there are high-risk offenders at the in-patient civil commitment program at the NDSH. These individuals may be appropriate for community-based treatment at some point.

There are offenders under the jurisdiction of Department of Correction and Rehabilitation (DOCR) who are in need of treatment services and not served by the regional human service centers. The regional human service centers treatment focus is on those who are moderate to low risk and have offended against children.

There is also a group of sex offenders in communities across the state that has been convicted of sexual offences and is no longer under the direction of DOCR. Future legislation may require ongoing treatment services for these individuals. Currently, there is no community-based treatment framework capable of managing these individuals in the community. Information regarding current and anticipated referrals from DOCR is contained in Attachment B.

It is DHS' intent to implement a program continuum that addresses evaluation, intensive case management strategies, residential facilities, and intensive treatment for these individuals. The offeror will not be expected to provide community supervision. The State will provide community supervision of these individuals. The State will work closely with the offeror to assure that community supervision is in place.

Sex Offender Risk Scoring in North Dakota

Sex offender risk in North Dakota is determined in various ways. Risk scores used currently in North Dakota include the Sex Offender Risk Assessment Committee (SORAC) committee out of the Attorney General's office who uses the Minnesota Sexual Offender Screening Tool-Revised Edition (MnSOST-R) plus other dynamic factors to arrive at a risk score. The DOCR Prison's Division scores individuals based on the MnSOST-R and Minnesota Sexual Offender Screening Tool (MnSOST). The DOCR Field Services Division uses the MnSOST-R and STATIC 99. DHS uses actuarial and risk assessments to arrive at a risk score. The treatment provider will need to be familiar with these risk assessment tools as these scores will be included in referrals.

SECTION THREE SCOPE OF WORK

3.01

Scope of Work

Overview

The Department of Human Services, Division of Mental Health & Substance Abuse, is soliciting proposals for community-based sex offender treatment services. DHS is pursuing a provider for community-based sex offender treatment. The offeror will provide community-based sex offender treatment in collaboration with other agencies involved with the sex offender. These agencies may include DOCR, Supreme Court, county judicial systems, DHS' regional human service centers, and other behavioral health providers. The goal of this project is to develop and implement a sex offender treatment continuum. The program should be fluid enough to be changed as new research emerges. The treatment service location must include the four major populated communities in North Dakota: Fargo, Grand Forks, Minot, Bismarck, and Dickinson. The Department will accept city specific and statewide service proposals or a combination of both. Other cities may be included in the proposal with rationale for its inclusion. More information on this is found in section 3.02 Location of Work.

The offeror will receive referrals from the DOCR and DHS Regional Human Service Centers. The offeror will not carve-out risk groups, but work with individuals who are not served through the regional human service center's sex offending treatment program.

The Department of Human Services' Regional Human Service Centers provide sex offender treatment services to individuals who meet the following conditions:

- 1) have committed a sexual offense toward a minor child,
- 2) admit to some degree of involvement in the sexual offense,
- 3) actuarial estimate of reoffending must be low to moderate,
- 4) ongoing supervision/post conviction by legal agency,
- 5) must sign a detailed treatment contract, and
- 6) sign releases of information for all appropriate parties.

Definitions

Sex Offender – An offender who is on supervision for a current sex offense; any offender who has a prior record of sex offenses who is still subject to sex offender registration laws; or an offender who is on supervision for a non-sex offense where the criminal elements of the act were sex offense related.

Community Treatment of Sex Offenders – Treatment services provided outside an institution (state psychiatric hospital or prison).

Community Supervision – supervision by a legal supervising authority, e.g. Parole and Probation. This authority has the ability to remove individuals from the community setting and place into a more secure or intensive setting.

Cognitive Behavioral Therapy (CBT) - is a psychotherapeutic approach used to help promote positive change in individuals, to help alleviate emotional distress, and to address a myriad of psycho/social/behavioral issues. This therapy helps identify and treat difficulties arising from an individual's irrational thinking, misperceptions, dysfunctional thoughts, and faulty learning. The therapy can be conducted with individuals, families, or groups. CBT is an empirically supported treatment that focuses on patterns of thinking that are maladaptive and the beliefs that underlie such thinking.

Civil Commitment – An individual found to be a sexually dangerous individual according to N.D.C.C. §25-03.3-13 and committed to the care, custody, and control of the executive director of the Department of Human Services.

Sexually Dangerous Individual: N.D.C.C. §25-03.3-13 "...establishing that at least two experts have concluded the individual has congenital or acquired condition that is manifested by a sexual disorder, a personality disorder or

other mental disorder or dysfunction that makes the individual likely to engage in further acts of sexually predatory conduct.”

State-Furnished Property/Services

DOCR may provide outpatient treatment space in some or all locations. The offeror must provide a cost estimate with and without space included in the proposal.

Description of Specific, Results-Oriented Tasks

The offeror must address the following sections in their program description.

Program Design Elements:

- ☐ Describe treatment techniques including literature supporting the chosen therapeutic methods
- ☐ Describe techniques used to retain individuals in treatment
- ☐ Assessment to determine client treatment plan
- ☐ Exclusions to entry into programming, rationale, and referral policy
- ☐ Psychological testing procedures
- ☐ Drug testing policy
- ☐ Treatment schedule and treatment components
- ☐ Research supporting treatment techniques and design
- ☐ Confidentiality policies, and consent procedures
- ☐ Residential treatment – details on residential treatment for those who need this level of treatment services
- ☐ Case Load size
- ☐ Treatment discharge and termination criteria and referral policies

Treatment Elements:

- ☐ Victim orientation and protection for public safety
- ☐ Techniques that recognize the complete criminal history and modes of offending by the sexual offender
- ☐ Public and political policies that support sex offender management and supervision
- ☐ Quality control components that constantly measure services are being provided and gather data on the programs and the offenders
- ☐ Problems addressed in the program must be related to criminal behavior (criminogenic needs)
- ☐ Description and justification for length of treatment design
- ☐ The program must be delivered in a manner consistent with the learning styles of the offenders (responsivity)
- ☐ Strategies identifying new skills learned by offenders
- ☐ Continuity of care such that offenders have opportunity for follow-up practice and booster session,
- ☐ Mechanisms in place to monitor program integrity, protect against therapist burn-out, and prevent program drift

Collaboration Elements:

- ☐ Identify potential housing options in identified communities and evidence of potential collaboration
- ☐ Collaboration and team design across agencies
- ☐ Interface with parole and probation or other community supervision entities,
- ☐ Involvement of regional human service centers and other behavioral health services
- ☐ Identify potential client transportation options in identified communities

Program and Outcome reporting Requirements:

- ☐ Recidivism – sexual, violent, any recidivism
- ☐ Retention in treatment
- ☐ Treatment results by category of offender
- ☐ Profile of offenders including demographics, ethnicity
- ☐ Risk score at entry and exit
- ☐ Category of offender

- ☐ Onset of offending
- ☐ Sexual orientation
- ☐ History of personal victimization
- ☐ Gender
- ☐ Marital status
- ☐ Referral source
- ☐ Number of victims, by client report
- ☐ Outcome of drug testing
- ☐ Unauthorized communication occurrences
- ☐ Non-sexual criminal offenses

Public Awareness:

The public should be educated prior to the enactment of the program regarding the scope of the program and the limitations to what can be done with this population. Describe the public awareness approach and recommendations.

Safety Requirements/Risk Management

The offeror will provide a description of potential hazards associated with the work performed with the measures planned to avoid and address the risk.

Quality Assurance

The offeror will be measured on the project program and reporting requirements detailed on the previous page.

3.02

Location of Work

The statewide design has treatment services performed, completed, and managed at the following locations:

Fargo, Bismarck, Grand Forks, Minot, and Dickinson

Other locations may be included in the proposal if justification is provided.

The offeror may submit a proposal for work performed in a specific location (from the list above) or with a statewide focus, or both. This means that the Department will accept proposals in the following areas:

- 1) services performed and completed at all cities listed,
- 2) services performed, completed, and managed at any number of the cities,
- 3) separate cost and service proposals for #1 and #2.

DOCR may provide space for treatment groups for the offeror. The cost proposal must include a budget with **and** without workspace included.

The offeror should include in its price proposal: transportation, lodging, and per diem costs sufficient to pay for two person(s) to make two trip(s) to Bismarck.

The Department reserves the right to accept proposals within any of the three options listed above. For those offerors who submit proposals in #3 which include both city specific and statewide proposal, the Department will choose between the two approaches that best fit with the Department's service framework design. The Department has the right to accept multiple proposals.

3.03

Prior Experience

In order for offers to be considered responsive, offerors must meet the minimum prior experience requirements. An offeror's failure to meet these minimum prior experience requirements will cause its proposal to be considered non-responsive and its proposal will be rejected. The minimum experience requirements are:

The offeror will exhibit a history of at least five years of relevant clinical treatment experience. Include any experience working with criminal justice agencies. The offeror must provide evidence of meeting current Association for Treatment of Sexual Abusers (ATSA) guidelines or details on how they would meet these or other comparable guidelines or certification.

Sex offenders pose unique and challenging behaviors and it is the intent of the Department to work with offerors who are equipped and prepared to address these issues. The offeror shall explain their policy on handling difficult client behaviors, their ability to deal with difficult client behaviors and any limitations and/or parameters.

The offeror will demonstrate their knowledge of evidence based, best practice, or promising practices for treatment of sex offenders. The offeror will summarize any history of working with state commitment laws, criminal justice agencies and families. The offeror will summarize knowledge of providing community based sex offender treatment whether through direct experience of staff employed or through the offeror's direct experience.

Offerors shall include in their work plan, how they will achieve cultural competence within the program.

The offeror shall include three letters of reference attesting to their ability to provide this type of program.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will work on the contract. Offerors must also provide a title, resume, and description of work each person will perform.

3.04

Required Licenses

At the time specified by the deadline for submission of proposals, the offeror must have and keep current any professional licenses and permits required by federal, state, and local laws for performance of this contract. Offerors that do not possess required licenses at the time proposals are due will be determined non-responsive. The offeror must meet licensure in the area of professional service delivery planned in the proposal.

3.05

Federal Requirements

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract. This would include but is not limited to HIPAA and 42 CFR Part 2.

3.06

Contract Schedule

This schedule of events represents the State's best estimate of the contract schedule that will be followed. If a component of this schedule, such as the award date, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate contract schedule is as follows:

- Contract start: September 1, 2006
- Status review of program by State: October 2006

- Contractor submits first progress report: November 2006
- Status review of program by State: December 2006
- Contractor submits second progress report: February 2007
- Status review of program by State: March 2007
- Contractor submits third progress report: May 2007
- Status review of program by State: June 2007

SECTION FOUR GENERAL CONTRACT INFORMATION

4.01

Contract Term and Renewal Options

The State intends to enter into a contract with an effective date beginning September 2006 and ending June 30, 2007.

This contract may be renewed upon satisfactory completion of the initial contract term. The state reserves the right to execute options to renew this contract under the same terms and conditions for two 24 month periods. This contract will not automatically renew. The State will provide written notice to the contractor of its intent to renew this contract at least 45 days before the scheduled contract expiration date.

4.02

Standard Contract Provisions

The successful offeror will be required to sign and submit the contract attached to this RFP (Attachment A). The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the offeror's proposal. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

4.03

Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal will be incorporated into the contract.

4.04

Additional Terms and Conditions

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

4.05

Supplemental Terms and Conditions

Proposals including supplemental terms and conditions may be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

4.06

Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency approves the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

4.07

Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager designated by the State will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the purchasing agency.

4.08

Taxes and Taxpayer Identification

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at www.nd.gov/tax for more information.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information

4.09

Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report submitted to the DHS and the project director has approved invoice.

The State will not make any advance payments before performance by the contractor under this contract.

4.10

Contract Personnel

The project manager designated by the purchasing agency must approve any change of the contractor's project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

4.11

Right to Inspect Place of Business

At reasonable times, the State may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the State makes an inspection, the contractor must provide reasonable assistance.

4.12

Inspection & Modification

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent, the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4.13

Termination for Default

If the project manager designated by the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all or the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached.

4.14

Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer or project manager designated by the State. If performed, the scope of the debriefing will be limited to the work performed by the contractor. The debriefing time and location will be negotiated between the purchasing agency and contractor.

**SECTION FIVE
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS CONTRACT IS 100**

5.01

Understanding of the Project

Five Percent (5%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] Has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] Has the offeror demonstrated an understanding of the scope of work the State expects it to provide?
- [d] Has the offeror demonstrated an understanding of the State's time schedule and can meet it?
- [e] Is the proposal submitted responsive to all material requirements in the RFP?

5.02

Methodology Used for the Project

Twenty Percent (30%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] Does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- [b] Does the methodology match and achieve the objectives set out in the proposal?
- [c] Does the methodology interface with the time schedule in the proposal?
- [d] Does the methodology have provisions for quality assurance?
- [e] Does the offeror address the following sections in their proposal?

Program Design elements:

- ☐ Describe treatment techniques including literature supporting the chosen therapeutic methods
- ☐ Describe techniques used to retain individuals in treatment
- ☐ Assessment to determine client treatment plan
- ☐ Exclusions to entry into programming, rationale, and referral policy
- ☐ Psychological testing procedures
- ☐ Drug testing policy
- ☐ Treatment schedule and treatment components
- ☐ Research supporting treatment techniques and design
- ☐ Confidentiality policies, and consent procedures
- ☐ Residential treatment – details on residential treatment for those who need this level of treatment services
- ☐ Case Load size
- ☐ Treatment discharge and termination criteria and referral policies

Treatment Elements:

- ☐ Victim orientation and protection for public safety
- ☐ Techniques that recognize the complete criminal history and modes of offending by the sexual offender
- ☐ Public and political policies that support sex offender management and supervision
- ☐ Quality control components that constantly measure services are being provided and gather data on the programs and the offenders
- ☐ Problems addressed in the program must be related to criminal behavior (criminogenic needs)
- ☐ Description and justification for length of treatment design
- ☐ The program must be delivered in a manner consistent with the learning styles of the offenders (responsivity)
- ☐ Strategies identifying new skills learned by offenders
- ☐ Continuity of care such that offenders have opportunity for follow-up practice and booster session,
- ☐ Mechanisms in place to monitor program integrity, protect against therapist burn-out, and prevent program drift

Collaboration Elements:

- ☐ Identify potential housing options in identified communities and evidence of potential collaboration
- ☐ Collaboration and team design across agencies
- ☐ Interface with parole and probation or other community supervision entities,
- ☐ Involvement of regional human service centers and other behavioral health services
- ☐ Identify potential client transportation options in identified communities

[f] Does the offeror detail how they will report on the following items?

Program and Outcome reporting Requirements:

- ☐ Recidivism – sexual, violent, any recidivism
- ☐ Retention in treatment
- ☐ Treatment results by category of offender
- ☐ Profile of offenders including demographics, ethnicity
- ☐ Risk score at entry and exit
- ☐ Category of offender
- ☐ Onset of offending
- ☐ Sexual orientation
- ☐ History of personal victimization
- ☐ Gender
- ☐ Marital status
- ☐ Referral source
- ☐ Number of victims, by client report
- ☐ Outcome of drug testing
- ☐ Unauthorized communication occurrences
- ☐ Non-sexual criminal offenses

5.03**Management Plan for the Project**

Twenty Percent (20%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

[a] How well does the management plan support all of the project requirements and logically lead to the scope of work required in the RFP?

[b] How well is accountability completely and clearly defined?

[c] Is the organization of the project team clear?

[d] How well does the management plan illustrate the lines of authority and communication?

[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

[f] Does it appear that offeror can meet the schedule set out in the RFP?

[g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

[h] Is the proposal practical, feasible, and based on an acceptable budget?

5.04

Experience and Qualifications

Fifteen Percent (15%) of the total possible points will be assigned to this criterion.

If the RFP required a minimum amount of experience or qualifications, no points will be awarded for meeting the minimum. Points will be awarded for experience and qualifications that exceed the stated minimums. Proposals will be evaluated against the questions set out below:

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience on similar projects?

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

[d] Does the offeror exhibit a history of relevant clinical experience?

[e] Does the offeror provide evidence that they are able to work with the criminal justice system and the human service systems?

[f] Does the offeror have or prepared to meet current ATSA or other relevant certification guidelines?

Questions regarding the firm.

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

[f] Has the firm provided letters of reference from previous clients?

[g] If a subcontractor will perform work on the project, how well does it measure up to the evaluation used for the offeror?

[h] Does the offeror display evidence that they are able to handle the behaviors of offenders and are equipped to address these issues?

[I] Has the offeror clearly detailed their policy on handling difficult behavior and their limitations and/or parameters?

[j] Has the offeror demonstrated their knowledge of evidence based, best practice, or promising practices for treatment of sex offenders?

[k] Has the offeror summarized any history of working with state commitment laws, criminal justice agencies and families?

[l] Has the offeror summarized their knowledge of providing community based sex offender treatment whether through direct experience of staff employed or through the offeror's direct experience?

[m] Has the offerors included in their work plan, how they will achieve cultural competence within the program?

5.05

Contract Cost

Thirty Percent (30%) of the total possible evaluation points will be assigned to cost.

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost.

[a] Has the offeror provided clear and separate cost reports on both city specific and statewide program if they are choosing to provide both options?

5.06

Oral Presentations

After any discussions for clarifications and the initial evaluation of proposals received, offerors whose proposal receive the highest scores and are determined to be reasonably susceptible for award will be required to make an oral presentation of the proposed solution for the evaluation committee. The presentations will be held:

DATE: August 21, 2006

DATE AND TIME: 8 – 5 PM Central Time

PLACE: Prairie Hills Plaza

FLOOR, ROOM NUMBER: north door, second floor, single door, Room 406

STREET ADDRESS: 1237 West Divide Avenue

CITY, STATE: Bismarck, ND 58501

Offerors will be responsible for all costs associated with the providing the demonstration.

5.07

Site Inspection Of Offeror's Facility

The State may conduct on-site visits to the offeror's firm or offeror's customer where comparable service is being performed to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the purchasing agency will conduct the site inspection at the State's expense.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01

Proposal Format and Content

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

6.02

Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03

Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, project schedule, and contract terms and conditions. Offerors must also identify any pertinent issues and potential problems related to the project.

6.04

Methodology Used for the Project

Offerors must provide comprehensive narrative statements that set out the methodology it intends to employ. Offerors must illustrate in detail how the methodology will serve to accomplish the work described in the scope of work within the State's project schedule.

6.05

Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan it intends to follow and illustrate how the plan will serve to accomplish the work described in the scope of work within the State's project schedule. Offerors must provide a narrative or organizational chart that describes the organization of the project team. The organizational chart must illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component of the RFP, and indicate where the work will be performed.

6.06

Experience and Qualifications

Offerors must describe how they meet the minimum prior experience requirements. The minimum experience requirements are:

- ☐ A history of at least five years of relevant clinical treatment experience
- ☐ Experience working with criminal justice agencies and behavioral health agencies
- ☐ Evidence of meeting current Association for Treatment of Sexual Abusers (ATSA) guidelines or details on how they would meet these or other comparable guidelines or certification

The offeror must describe how they are equipped to handle unique and challenging behaviors and the extent to which they are equipped and prepared to address these issues. The offeror must explain their policy on handling difficult client behaviors, their ability to deal with difficult client behaviors and any limitations and/or parameters.

The offeror will describe their knowledge of evidence based, best practice, or promising practices for treatment of sex offenders. The offeror will summarize any history of working with state commitment laws, criminal justice agencies and families. The offeror will summarize knowledge of providing community based sex offender treatment whether through direct experience of staff employed or through the offeror's direct experience.

Offerors shall include in their work plan, how they will achieve cultural competence within the program.

The offeror shall include three letters of reference attesting to their ability to provide this type of program.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will work on the contract. Offerors must also provide a title, resume, and description of work each person will perform.

Offerors must describe the experience of their firm in completing similar projects. Additionally, offerors must information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) title;
- (b) resume;
- (c) description of the type of work the individual will perform; and
- (d) the number of estimated hours for each individual named above.

If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Offerors must provide three reference names and phone numbers for similar projects the offeror's firm has completed. The State reserves the right to contact any references provided by the offeror.

6.07

Cost Proposal

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

All costs associated with the contract must be stated in U.S. currency.

Offerors should describe any discounts terms for prompt payment. Discounts for prompt payment will not be considered in evaluating cost.

Offerors must complete a cost proposal. A cost proposal for both city specific and statewide focus must be included and separately detailed for the itemization as stated above if the offeror is choosing option #3 in section 3.02.

6.08

Required Enclosures

Offerors must provide all documents, samples, or other information specifically required in this RFP.

SECTION SEVEN STANDARD PROPOSAL INFORMATION

7.01

Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

7.02

State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

7.03

Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

7.04

Offeror's Certification

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

7.05

Offer Held firm

Proposals must remain open and valid for at least **90 days** from the deadline specified for submission of proposals. In the event award is not made within **90 days**, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

7.06

Amendments to Proposals and Withdrawals of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The

procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the State may retain the offeror's bid bond or other bid type of bid security, if one was required.

7.07

Alternate Proposals

Offerors may submit only one proposal for evaluation.

Alternate proposals (proposals that offer something different than what is requested) will be rejected.

7.08

Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the State's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and
- (f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the State to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the State's procurement officer or project manager designated by the State.

7.09

Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement that identifies the principles involved and its rights and responsibilities regarding performance and payment.

Any joint venture agreement must confirm compliance with section 7.04 Offeror's Certification.

7.10

Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information. <http://www.ag.state.nd.us/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in

consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

7.11

Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

7.12

Right of Rejection

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be non-responsive, and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

7.13

Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

7.14

Discussions and Best and Final Offers

The State may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

7.15

Preference Laws

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website:

http://tpps.das.state.or.us/purchasing/pref-law/reciprocal_detail.php or contact the North Dakota State Procurement Office at 701-328-2683.

7.16

Contract Negotiation

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held by email, telephone or at:

PLACE: Division of Mental Health & Substance Abuse, Prairie Hills Plaza
FLOOR, ROOM NUMBER: north door, second floor, single door, room 406
STREET ADDRESS: 1237 West Divide Avenue
CITY, STATE: Bismarck, ND 58501

If contract negotiations are held, the offeror will be responsible for all cost including its travel and per diem expenses.

7.17

Notice of Intent to Award - Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

7.18

Protest and Appeal

North Dakota law provides that an interested party may protest a solicitation.

If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract.

If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

Attachments

- A. Contract Template
- B. DOCR Current and Anticipated Referrals

ATTACHMENT A

CONTRACT #

PURCHASE OF SERVICE AGREEMENT

WHEREAS, the State of North Dakota, acting through its North Dakota Department of Human Services, Division of Mental Health and Substance Abuse (State), has determined the services referred to in the paragraph below entitled "Scope of Service" should be purchased; and

WHEREAS, [VENDOR NAME AND ADDRESS], (Vendor) proposes to provide those services;

NOW, THEREFORE, the State and Vendor enter into the following:

I. TERM OF THE AGREEMENT

The term of this agreement shall be from the ____ day of _____ 200__ through the ____ day of _____ 200__. However, this agreement may be terminated with or without cause by either party giving the other party thirty (30) days prior written notice.

II. SCOPE OF SERVICE

The Vendor agrees to provide

III. COMPENSATION

The State, upon written request of the Vendor, agrees to pay the Vendor \$_____ for completing the scope of service. Total payment under the terms of this agreement shall not exceed \$_____. **Final payment requests shall be submitted to the State no later than thirty (30) days after the expiration of this agreement.**

IV. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

The Vendor understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. VENDOR ASSURANCES

This agreement shall be construed according to the laws of the State of North Dakota. In connection with the furnishing of supplies or performance of work under this agreement, persons who contract with or receive funds to provide services to the North Dakota Department of Human Services are obligated and agree to comply with all local, state and federal laws, regulations and executive orders related to the performance of this agreement including but not limited to the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the North Dakota Human Rights Act, the Drug Abuse Prevention Treatment and Rehabilitation Act of 1970, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Alcohol, Drug Abuse and Mental Health Administration Reorganization Act of 1992, the Pro-children Act of 1994, and the Drug-free Workplace Act of 1988. Questions regarding the provision of services according to these Acts may be directed to Krista L. Andrews, Contract Officer, North Dakota Department of Human Services, Judicial Wing, State Capitol, 600 E. Boulevard, Bismarck, ND 58505 (701-328-2311 or 701-328-3975 TDD).

The Vendor certifies by signing this agreement that neither the Vendor, Subcontractor, nor their principals, are presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the Federal Government.

Vendor shall be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by NDCC § 54-44.4-09.

VI. AUTHORITY TO CONTRACT

The Vendor shall not have the authority to contract for or on behalf of or incur obligations on behalf of the State. However, the Vendor may subcontract with qualified Vendors of services provided that any such subcontract shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate. The Vendor agrees to be solely responsible for the performance of any subcontractor.

VII. INDEPENDENT ENTITY

The Vendor shall perform as an independent entity under this agreement. The Vendor, its employees, agents, or representatives are not employees of the State for all purposes, including but not limited to, the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workers' Compensation Act. No part of this agreement shall be construed to represent the creation of an employer/employee relationship. The Vendor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Vendor's activities and responsibilities under this agreement.

VIII. NONPERFORMANCE

Failure by the Vendor to perform the terms of this agreement shall constitute a breach of contract, and shall result in the immediate termination of the agreement. In the event of a termination for breach by the Vendor, the State may retain, as liquidated damages, any payment to be made under this agreement which remains unpaid at the time of the breach, and may also recover from the Vendor, those amounts already paid for individual items of work which are incomplete at the time of the breach.

However, should a breach by the Vendor be caused by circumstances, beyond the control of the Vendor, and no fault of its own, so as to render the agreement impossible of performance by the Vendor, then the agreement shall be terminated. In the event of a breach, by the Vendor, in such circumstances, the State may set off, against any liability or obligations owed to the Vendor, under this agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach, but shall not be entitled to liquidated damages.

The State shall give written notice, to the Vendor, of the termination, which notice shall specify the effective date thereof.

IX. TERMINATION OF AGREEMENT FOR INADEQUACY OF FUNDS

It is agreed that in the event appropriations to the Department of Human Services are not obtained and continued at a level sufficient to allow for payments to the Vendor, for the services identified in Paragraph II, the obligations of each party hereunder may be terminated at the option of the State, provided that any such termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

X. INDEMNITY

Vendor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from claims resulting from the performance of the Vendor or its agent, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of this agreement. The legal defense provided by Vendor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Vendor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

XI. INSURANCE

Vendor shall secure and keep in force during the term of this agreement and Vendor shall require all subcontractors, prior to commencement of an agreement between Vendor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- 4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
- 5) Professional errors and omissions, including a three year "tail coverage endorsement," with minimum liability limits of \$1,000,000 per occurrence and in the aggregate.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Vendor.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Vendor in excess of the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this agreement.

- 4) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:
 - a) a "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
 - b) a provision that the policy and endorsements may not be canceled or modified without thirty days' prior written notice to the undersigned State representative;
 - c) a provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;
 - d) a provision that Vendor's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the state and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Vendor's insurance and shall not contribute with it;
 - e) cross liability/severability of interest for all policies and endorsements;
- 6) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
- 7) The Vendor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- 8) Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.

XII. ACCESS TO BOOKS AND RECORDS

The State, federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Vendor which are pertinent to the services provided under this agreement for the purpose of making an audit, examination, or making excerpts and transcripts. This documentation shall be available for a period of three (3) years from the date of submission of the final expenditures report.

XIII. NOTICE

Any notice required or permitted to be given pursuant to this agreement may be personally served on either party by the party giving such notice, or may be served by certified mail, return receipt requested, addressed to the executive office of the party upon whom service is made.

XIV. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Vendor and the State. No alteration, amendment, or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XV. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XVI. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XVII. ASSIGNMENT

Neither Party shall assign this agreement and rights without the written approval of the other Party. Such approval shall not be unreasonably withheld. This agreement shall be equally binding on the respective Parties, their successors and assigns.

XVIII. CONFIDENTIAL INFORMATION

The Vendor agrees not to use or disclose any information it receives from the State under this agreement that is confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by the State. The State agrees not to disclose any information it receives from the Vendor which the Vendor has previously identified as confidential and which the State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, North Dakota Century Code § 44-04-18. The duty of the State and the Vendor to maintain confidentiality of information under this section continues beyond the term of this agreement, including any extensions or renewals.

XIX. OWNERSHIP OF WORK PRODUCT

All work product, equipment or materials created or purchased under this agreement belong to the State and must be delivered to State at State's request upon termination of this agreement. Vendor agrees that all materials prepared under this agreement are "works for hire" within the meaning of copyright laws of the United States and assigns to the State all rights and interests Vendor may have in the materials it prepares under this agreement, including any right to derivative use of the material. Vendor shall execute all necessary documents to enable the State to protect its rights under this section. Use of work product or materials for purposes other than the scope of this agreement must be approved in writing by the State.

XX. COMPLIANCE WITH PUBLIC RECORDS LAWS

Vendor understands that, except for disclosures prohibited in Section XVIII, the State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records which are obtained or generated by the Vendor under this agreement, except for records that are confidential under Section XVIII, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Vendor agrees to contact the State immediately upon receiving a request for information under the open records law and to comply with the State's instructions on how to respond to the request.

XXI. ATTORNEY FEES

In the event a lawsuit is instituted by the State to obtain performance due to any kind under this agreement, and the State is the prevailing party, Vendor shall, except when prohibited by N.D.C.C. § 28-26-04, pay the State's reasonable attorney fees and costs in connection with the lawsuit.

XXII. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The State does not waive any right to a jury trial.

XXIII. SPOLIATION – NOTICE OF POTENTIAL CLAIMS (for residential agreements and leases)

Vendor shall promptly notify State of all potential claims which arise from or result from this agreement. Vendor shall also take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the Vendor the opportunity to review and inspect the evidence, including the scene of an accident.

[VENDOR]

By _____ DATE

Its _____
(TITLE)

Vendor's Federal Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By _____ DATE
CAROL K. OLSON
EXECUTIVE DIRECTOR

By _____ DATE
JOANNE HOESEL, DIRECTOR
DIVISION OF MENTAL HEALTH AND
SUBSTANCE ABUSE

By _____ DATE
KRISTA L. ANDREWS
CONTRACT OFFICER

ATTACHMENT B

ND DOCR – PRISON DIVISION

The North Dakota Department of Corrections and Rehabilitation – Prison Division has 282 convicted sex offenders currently serving prison sentences. The following information will include the number of sex offenders serving prison sentences from each of the eight regions of the North Dakota as well as a range of their projected release dates.

Region I

10 Incarcerated Sex Offenders Range: 11/13/2006 - 01/28/2012

Region II

27 Incarcerated Sex Offenders Range: 07/11/2006 - 06/21/2019

Region III

14 Incarcerated Sex Offenders Range: 07/07/2006 - 04/26/2021

Region IV

27 Incarcerated Sex Offenders Range: 09/23/2006 - Life

Region V

71 Incarcerated Sex Offenders Range: 07/26/2006 - 08/18/2021

Region VI

31 Incarcerated Sex Offenders Range: 06/03/2006 - 12/20/2015

Region VII

87 Incarcerated Sex Offenders Range: 06/08/2006 - Life

Region VIII

15 Incarcerated Sex Offenders Range: 08/01/2006 - 01/04/2015

ND DOCR – DIVISION OF FIELD SERVICES

The North Dakota Department of Corrections and Rehabilitation – Division of Field Services has 13 District Offices located within the Department of Human Services eight regions. Field Services currently has five sex offender specialists located in Bismarck/Mandan, Fargo, and Grand Forks. These officers have sex offender specific caseloads and write all the sex offender presentence investigations for the state. Two additional Sex Offender Specialists will begin their duties July 1, 2006. The newly promoted Specialists will be located in Jamestown and Minot and will bring the total number of Sex Offender Specialists in the State to seven.

The following is a numeric break-down within the individual District Offices located in each DHS Region. Numbers will reflect: 1) The number of sex offenders each officer supervises, 2) the number of sex offenders currently involved in sex offender treatment, and 3) the number of sex offenders not able to receive sex offender treatment due to not meeting the criteria for sex offender treatment as determined by the Department of Human Services.

Region I

Total sex offenders supervised	8
Number currently in sex offender treatment	2
Not meeting criteria for DHS treatment	1

Region II

Total sex offenders supervised	18
Number currently in sex offender treatment	8
Not meeting criteria for DHS treatment	3

Region III

Total sex offenders supervised	15
Number currently in sex offender treatment	3 (1 at DSHS)
Not meeting criteria for DHS treatment	0

Region IV

Total sex offenders supervised	47
Number currently in sex offender treatment	11
Not meeting criteria for DHS treatment	3

Region V

Total sex offenders supervised	82
Number currently in sex offender treatment	35 (5 are high risk)
Not meeting criteria for DHS treatment	7

Region VI

Total sex offenders supervised	29 (+ 10 at NDSH)
Number currently in sex offender treatment	17 (in tx or referral process)
Not meeting criteria for DHS treatment	3

Region VII

Total sex offenders supervised	71
Number currently in sex offender treatment	22
Not meeting criteria for DHS treatment	5

Region VIII

Total sex offenders supervised	12
Number currently in sex offender treatment	7 (3 are in individuals)

The difference between the number of sex offenders supervised and those that either are in treatment or not meeting DHS criteria for treatment is that some sex offenders have completed sex offender treatment either in the penitentiary, intensive outpatient treatment or an educational program in the community. Other sex offenders may not have been court-ordered to complete either a risk assessment and/or sex offender treatment.

Most sex offender treatment programs, whether institutional or community-based, recommend that offenders follow the successful completion of treatment with participation and successful completion of an Aftercare program. Aftercare is an important component for the support and continued transition of the sex offender to live and work in the community. None of the numbers reflect an Aftercare component.

Another factor that may influence the need for sex offender treatment in the community is that Field Service's Sex Offender Specialists are currently in the process of writing 30 sex offender presentence investigations. Once the offenders have been sentenced, the number needing sex offender treatment in the community as well as in the penitentiary could potentially increase by the number of presentence investigations being completed at this time.